12022232 4/1/2015 11:35:00 AM \$97.00 Book - 10311 Pg - 614-616 Gary W. Ott Recorder, Salt Lake County, UT RICHARDS KIMBLE & WINN BY: eCASH, DEPUTY - EF 3 P.

After recording mail to: Richards, Kimble & Winn, PC 2040 Murray Holladay Rd, Suite 106 Salt Lake City, UT 84117

## AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING HOLLOW HOMEOWNERS ASSOCIATION

This Amendment to the Declaration of Covenants, Conditions and Restrictions ("Declaration") is made on the date evidenced below by the Spring Hollow Homeowners Association ("Association").

## **RECITALS**

- A. Certain real property in Salt Lake County, Utah, known as the Spring Hollow Community, was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions recorded on March 16, 2006, as Entry Number 9664003, as amended (the "Declaration");
- B. Subsequent amendments to the Declaration have been recorded and shall remain in force and effect unless such amendments contract this document, in which case this amendment shall control and be binding upon all owners/members of the Association, all lots, homes and residences situated on the property described in **Exhibit** A, attached hereto.
- C. Due to the past inability to always maintain a nine (9) member Management Committee as required n Paragraph 10 of the Declaration, the Association wishes to change the number of members required on the Management Committee in order to establish quorums and to better serve the community.
- D. This Amendment is intended to ensure a complete board and give flexibility to the number of members of the Management Committee based on community interest and need.
- E. Pursuant to the Declaration, the Management Committee hereby certifies that at required number of affirmative membership votes were received to approve this Amendment.

**NOW THEREFORE**, the Association hereby amends and replaces Article III, Paragraph 10 of the Declaration in its entirety as follows:

- 10. Management Committee. The affairs of the Association shall be managed by a Management Committee, which shall be comprised of seven to nine (7 9) Lot Owners. A majority of the entire Management Committee is authorized to increase or decrease the number of members of the committee as the Management Committee may itself from time to time determine. The Association shall elect the Members of the Committee. To help provide continuity of management, three (3) Members shall be elected, to the Committee, for a three (3) year term at each election. Elections are to be held at the annual meeting of the Owners. In the event that the Management Committee increases or decreases its size as provided hereinabove, the terms of the new members of the Management Committee shall be staggered so that at any annual Owners' meeting, approximately one-third of the Management Committee must be elected, without regard to vacancies prior to the ends of terms or new seats created by the Management Committee.
  - a) Qualification. To qualify, a member of the Committee must be an individual Owner or the legal representative of a Lot Owner.
  - b) <u>Vacancies</u>. Any vacant seat occurring on the Committee shall be filled with a Member by appointment of the Management Committee for the balance of the term of his predecessor.
  - c) <u>Dismissal</u>. Any Committee Member who fails on three (3) successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least fifty percent (50%) of all Committee meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his seat. In such cases the remaining Committee members shall select and appoint a replacement to sit on the Committee for the remining portion of his predecessors term.
  - d) Removal of Committee Members. Committee members may be removed, without cause, at any time by the affirmative vote of a Majority of the Members of the Management Committee and or Association. A replacement to serve the balance of the term of his predecessor shall be elected or appointed at the same meeting provided qualified candidates are available. If candidates are not available the Election Committee shall seek out potential candidates and present their names at the next meeting. The governing body that removes the Committee Member shall have the responsibility of replacing him.
  - e) <u>Term.</u> Unless he forfeits or otherwise loses his seat as herein provided a Member shall serve on the Committee until his successor qualifies or is properly elected by the Association.
  - f) No Compensation. Committee Members shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Committee business and approved by the Committee.

	this Amendme	FUL SPRING HOLLOW HOMEOWNERS ent to the Declaration as of the day of
SPRING HOLLOW HOME	OWNERS AS	SOCIATION
Starfetto 1 Riff	<del></del>	Many Susan Foy Hart Its: Secretary
STATE OF UTAH	) :ss	
County of Salt Lake	)	·
who, being first duly sworn, or Committee of the Association seal of said Association and the	did say that du and that the so hat said instrur s Management	, 2015, personally appeared before Mary Susan Foy-HarT uly authorized members of the Management eal affixed to the foregoing instrument is the ment was signed and sealed in behalf of said Committee; and each of them acknowledged deed.
STACY LASSON Notary Public State of Utah Comm. No. 6624 My Comm. Expires Jan 1	467	Sauslassow. Notary Public

## EXHIBIT A

## LEGAL DESCRIPTION

All Lots and Common Area contained within SPRING HOLLOW AT BATEMAN FARM PH, 1, 2, 3, as recorded in the office of the Salt Lake County Recorder.

First parcel: 21233520860000